

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND**
Greenbelt Division

IN RE:
STEPHEN GILLIAM-ACHAMOU,
Debtor.

Case No. 23-13487-MCR

Chapter 13

LAKEVIEW LOAN SERVICING, LLC, SERVICED BY
NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER,
Movant,

v.

STEPHEN GILLIAM-ACHAMOU, Debtor/Respondent,
and
REBECCA A. HERR, Trustee/Respondent.

MOTION FOR RELIEF FROM AUTOMATIC STAY
(REAL PROPERTY)

Lakeview Loan Servicing, LLC, serviced by Nationstar Mortgage LLC d/b/a Mr. Cooper (“Movant”) hereby moves this Court, pursuant to 11 U.S.C. § 362, for relief from the automatic stay, with respect to certain real property of the Debtor having an address of 4215 Crosswood Drive, Na, Burtonsville, MD 20866 (the “Property”), for all purposes allowed by the Note (defined below), the Deed of Trust (defined below), and applicable law, including but not limited to the right to foreclose. In further support of this Motion, Movant respectfully states:

1. A petition under Chapter 13 of the United States Bankruptcy Code was filed with respect to the Debtor on May 18, 2023.
2. The Debtor has executed and delivered or is otherwise obligated with respect to that certain promissory note in the original principal amount of \$261,255.00 (the “Note”). A copy of the Note is attached hereto.
3. Pursuant to that certain Deed of Trust (the “Deed of Trust”), all obligations (collectively, the “Obligations”) of the Debtor under and with respect to the Note and the Deed of Trust are secured by the Property. The lien created by the Deed of Trust was perfected by recording of the Deed of Trust in the office of the Clerk of the Circuit Court of Montgomery County, Maryland. A copy of the recorded Deed of Trust is attached hereto.
4. The Debtor was in default at the time the present bankruptcy was filed. The Debtor owed prepetition arrears of \$84,784.27. The prepetition arrearage is detailed in the Movant's Proof of Claim.

5. Lakeview Loan Servicing, LLC directly or through an agent, has possession of the promissory note and held the note at the time of filing of the Movant's Motion for Relief from the Stay. The promissory note is made payable to Lakeview Loan Servicing, LLC or the promissory note has been duly indorsed.

6. As of July 21, 2023, the estimated outstanding Obligations are:

Unpaid Principal Balance	\$244,071.50
Unpaid Accrued Interest	\$34,061.20
NSF Fees	\$0.00
Uncollected Late Charges	\$0.00
Mortgage Insurance Premium	\$0.00
Taxes and Insurance Payments on behalf of Debtor	\$24,694.11
Interest on Advance	\$0.00
Other Fees and Costs	\$12,249.99
Less Partial Payments	\$-2,463.77
Minimum Outstanding Obligations	\$312,613.03

7. The following chart sets forth the number and amount of postpetition payments due pursuant to the terms of the Note that have been missed by the Debtor as of July 21, 2023.

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
2	06/01/2023	07/01/2023	\$1,777.63	\$3,555.26
Less postpetition partial payments (suspense balance):				\$0.00

Total Postpetition Payments: \$3,555.26

8. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof; in connection with seeking the relief requested in this Motion, Movant has also incurred \$1,050.00 in legal fees and \$188.00 in costs.

9. The estimated market value of the Property is \$408,300.00. The basis for such valuation is the Debtor's schedules.

10. Cause exists for relief from the automatic stay for the following reasons:

- (a) Movant's interest in the Property is not adequately protected.
- (b) The Debtor has failed to make any postpetition payments.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the

stay and granting the following:

1. Relief from the stay for all purposes allowed by the Note, the Deed of Trust, and applicable law, including but not limited to allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.
2. That the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.
3. For such other relief as the Court deems proper.

Dated: July 31, 2023

Respectfully Submitted,
BWW Law Group, LLC

/s/ Gregory C. Mullen
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Attorney for the Movant

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of July, 2023, I reviewed the Court's CM/ECF system and it reports that an electronic copy of the foregoing Motion for Relief from Automatic Stay will be served electronically by the Court's CM/ECF system on the following:

Rebecca A. Herr, Trustee

Kim D Parker, Attorney

I hereby further certify that on this 31st day of July, 2023, a copy of the foregoing Motion for Relief from Automatic Stay was also mailed first class mail, postage prepaid, to:

Stephen Gilliam-Achamou
4215 Crosswood Drive
Burtonsville, MD 20866

/s/ Gregory C. Mullen
Gregory Mullen, Esq.